

KELLER BENVENUTTI KIM LLP

Tobias S. Keller (#151445)

(tkeller@kbbkllp.com)

Peter J. Benvenutti (#60566)

(pbenvenutti@kbbkllp.com)

Jane Kim (#298192)

(jkim@kbbkllp.com)

650 California Street, Suite 1900

San Francisco, CA 94108

Tel: 415 496 6723

Fax: 650 636 9251

Attorneys for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

In re:

Bankruptcy Case No. 19-30088 (DM)

PG&E CORPORATION,

Chapter 11

- and -

(Lead Case)

**PACIFIC GAS AND ELECTRIC
COMPANY,**

(Jointly Administered)

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company
☒ Affects both Debtors

**CERTIFICATION OF TOBIAS S. KELLER IN
SUPPORT OF THIRD INTERIM FEE
APPLICATION OF KELLER BENVENUTTI
KIM LLP FOR ALLOWANCE AND PAYMENT
OF COMPENSATION AND REIMBURSEMENT
OF EXPENSES (OCTOBER 1, 2019 THROUGH
JANUARY 31, 2020)**

** All papers shall be filed in the Lead Case
No. 19-30088 (DM).*

Date: TBD

Time: TBD

Place: United States Bankruptcy Court

Courtroom 17, 16th Floor

San Francisco, CA 94102

Judge: Hon. Dennis Montali

**Objection Deadline: April 2, 2020
4:00 p.m. (Pacific Time)**

1 I, Tobias S. Keller, hereby certify as follows:

2 1. I am attorney licensed to practice law in the State of California. I am a partner in the
3 law firm of Keller Benvenuti Kim LLP, co-counsel for the Debtors ¹, and am authorized to make this
4 Declaration in that capacity. Except as otherwise indicated, all statements in this Declaration are based
5 on my personal knowledge, and, if called upon to do so, I could and would testify competently thereto.

6 2. I make this Declaration in support of the *Third Interim Fee Application of Keller*
7 *Benvenuti Kim LLP for Allowance and Payment of Compensation and Reimbursement of Expenses*
8 *(October 1, 2019 Through January 31, 2020)* (the “**Interim Application**”). I am an attorney
9 designated by the Firm to sign the Interim Application on its behalf.

10 3. Pursuant to the Northern District Guidelines, I certify that:

11 a. I have read the Interim Application.

12 b. To the best of my knowledge, information and belief formed after reasonable
13 inquiry, the compensation and expense reimbursement sought in the Interim
14 Application are in conformity with the Northern District Guidelines except as
15 otherwise indicated in the Interim Application.

16 c. The compensation requested in the Interim Application has been billed at rates
17 and in accordance with practices no less favorable than those currently
18 employed by the Firm and generally accepted by the Firm’s clients.

19 4. There is no agreement or understanding between the Firm and any other person other
20 than the partners of the Firm for the sharing of compensation to be received for services rendered in
21 these cases.

22 5. As required by the Northern District Guidelines, the Firm has sent billing statements to
23 the Debtors on a monthly basis during these chapter 11 cases. I certify that the Debtors, counsel for
24 the Creditors Committee and the TCC, and the U.S. Trustee are each being provided with a copy of the
25 Interim Application in accordance with the Interim Compensation Order.

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28 ¹ Capitalized terms not defined herein shall have the meaning ascribed to them in the Interim Application.

1 6. Attached hereto as **Exhibit A** is a true and correct copy of a letter transmitting the
2 Interim Application to the Debtors and advising them of their rights to review and object to the
3 compensation and expense reimbursement sought therein. To the best of my knowledge, information,
4 and belief, this letter was transmitted to the Debtors by electronic mail on March 13, 2020.

5 7. The Firm responds to the questions identified in the UST Guidelines as follows:

6 Question 1: Did the Firm agree to any variations from, or alternatives to, the Firm's
7 standard or customary billing rates, fees or terms for services pertaining to this engagement that were
8 provided during the Interim Fee Period? If so, please explain.

9 Answer: No.

10 Question 2: If the fees sought in the Interim Application as compared to the fees
11 budgeted for the time period covered by the Interim Application are higher by 10% or more, did the
12 Firm discuss the reasons for the variation with the client? Answer: The fees sought in the Interim
13 Application do not exceed by 10% or more the aggregate fees budgeted for the Firm in the debtor in
14 possession financing budget for the Interim Fee Period.

15 Question 3: Have any of the professionals included in the Interim Application varied
16 their hourly rate based on geographic location of the Chapter 11 Cases? Answer: No.

17 Question 4: Does the Interim Application include time or fees related to reviewing or
18 revising time records or preparing, reviewing or revising invoices? If so, please quantify by hours and
19 fees. Answer: The Interim Application includes fees for reviewing and revising time records and
20 preparing and reviewing invoices in connection with the preparation of the Firm's monthly fee
21 statements. The Firm used a billing code for such tasks that also includes matters relating to the Firm's
22 retention and the preparation of the monthly fee statements; the total hours expended during the
23 Interim Fee Period was 57.1 hours, corresponding to \$24,275.00 in fees. The time spent only on
24 preparing invoices is approximately 15.5 hours, corresponding to \$5,875.00 in fees. The Firm does not
25 typically revise time records and invoices after they are prepared, and I expect that any time spent
26 doing so would be de minimis.

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Question 5: Does the Interim Application include time or fees for reviewing time records to redact any privileged or other confidential information? If so, please quantify hours and fees. Answer: No.

Question 6: Does the Interim Application include any rate increases since the Firm's retention in this case? If so, did the client review and approve those rate increases in advance? Did the client agree when retaining the law firm to accept all future rate increases? Answer: The Interim Application does not include any rate increases since the Firm's retention. The Firm has advised the Debtors that the Firm will increase its hourly rates effective after the Interim Fee Period (and has in fact done so [Docket No. 5224]).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of March, 2020, in San Francisco, California.

Tobias S. Keller